

NEW ALBANY SCHOOL DISTRICT
NEW ALBANY, MISSISSIPPI

Request for Proposals
for Building-to-Building Circuits and Direct Internet Connection
RFP# 5012

Subject:

RFP-For a 3 or 5 year contract for what is often referred to as WAN between 1-10 Gig Fiber Optic Data Services to connect New Albany Middle School, New Albany Elementary School and NASTUC (alternative school) to their Internet connection at the Central Office.

In addition to WAN services, New Albany School district is seeking a 3 or 5 year contract for Dedicated Internet Access. We would like 4 quotes for the following speeds of internet access into our school district: 1 Gig, 1.5 Gig, 2 Gig, and 3 Gig. We currently have a dedicated line of 1 Gig of internet access for our entire district.

A) Vendors shall provide pricing for 1 gig point to point connections to NAMS, NAES and NASTUC. Addresses can be found by clicking [here](#). In Layman's terms, we are currently renting point to point fiber from AT&T through our state contract. The speed is 1 gig in both directions for network communication between schools. We are looking for competing bids. This will be lit fiber to these 3 school locations. NAMS, NAES, and NASTUC.

B) Venders shall provide 4 quotes for pricing for Direct internet access into our school district of 1 gig, 1.5 gig's, 2 gigs, and 3 gigs. In layman's terms, we have AT&T internet coming into our district. We are looking for competing bids. Currently we have district bandwidth for 1Gig down and 1Gig up.

Vendors may bid on A only, B only or A and B combined.

Purpose:

Proposals are being sought by the New Albany School District for the purpose of securing the most cost efficient way of connecting our schools and remote buildings to our District's Internet connection in order to provide Internet access to all of our district's students and staff. We are also looking for qualifying bids to provide our district internet access. We want pricing for 1gig, 1.5gigs, 2gigs, and 3gigs or Download and Upload Direct internet access speeds.

Background:

Our District's students, teachers, staff and administrators are using more and more resources that require Internet access. In the past we have determined that the most economical way of acquiring Internet access is through a single large Internet connection rather than several small ones. The purpose of this RFP is to explore the various options currently supported through the E-Rate program and its Category

One services.

General Requirements:

The current Internet connection for the New Albany School District is located at The Central Office. [\(Click here](#) for exact locations of all buildings in the project). We wish to connect New Albany Elementary, Middle, and Alternative school via WAN. We own the fiber laid to our other schools.

The district wishes to deploy an end to end Ethernet wide area network to connect to the district Internet connections. Preference will be given to Internet providers that provide protected Internet service.

Terms used throughout this RFP

USAC – Universal Service Administrative Company

SPAC - Service Provider Annual Certification

SPIN – Service Provider Identification Number

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. District Responsibilities
- IV. The Vendor's responsibilities
- V. Proposal Forms

Please Send sealed proposals and supporting documentation to:

Robert Garrett
Reference RFP #5012
301 Hwy 15 N.
New Albany, Mississippi 38652

Do Not Fax Proposals. Proposals will be received by the New Albany School District at the address shown above until **2:00 PM CST, February 15th, 2019**. Proposals must be mailed to the address above in time for delivery before the closing date or hand delivered.

Schedule of Events:

Event
Release of RFP to vendors

Date(s)
1-16-2019

Mandatory Site Visit

2-4-19 @ 1:30 PM @ 301
Hwy 15N. New Albany, MS
38652 (Please email
rgarrett@nasd.ms if you want
to bid and cannot make it and
we will setup an appointment.)
2-15-2019 2:00 PM

Deadline for Submission of Proposals

Inquiries

All correspondence and inquiries regarding this RFP must be done via Email to:

rgarrett@nasd.ms

If a vendor does not receive a response within 24 hours, it is the responsibility of the vendor to call Robert Garrett at 662-316-7895 and confirm that the email message was received.

The site for any corrections to this RFP will be <https://tinyurl.com/y8annwyx>

I. General Conditions

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

1. Location of Sites:

The location of the work is on property owned by the New Albany School District and through negotiated services on right-of-ways.

2. Scope of Work:

It is understood that, except as otherwise specifically stated in this RFP, The Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by The Vendor. This would include all pole rights needed for fiber services obtained through local utilities.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the New Albany

School District, unless the weekend or holiday work is due to a delay caused by the New Albany School District.

The Vendor will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project.

3. Protection in General:

The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Vendor's expense. Labor shall include all restoration (leveling, sod replacement) of grounds broken up during the installation of this network.

4. Change in Contract:

The New Albany School District will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Directory of Technology before such work is begun.

5. Existing Conditions:

The Vendor, in submission of this proposal, will have visited the premises and will be assumed to have taken into consideration all conditions, which might affect this work. The location of the demark shall be in the server closet or another location specified by the New Albany School District technical personnel. New Albany School District must approve the location of all construction on their property to connect fiber to the building. No consideration will be given to any claims based on a lack of knowledge of existing conditions. To setup a site visit, contact Robert Garrett at:

rgarrett@nasd.ms

If a vendor does not receive a response within 24 hours, it is the responsibility of the vendor to call Robert Garrett at 662-316-7895 and confirm that the email message was received.

6. Insurance:

Within ten (10) days after notification of award, The Vendor shall furnish to the New Albany School District a Certificate of Insurance showing compliance within the following limitations:

a) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Mississippi.

b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after the New Albany School District has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."

c) The Vendor shall maintain other insurance (with the limits shown below) that shall protect The Vendor and the New Albany School District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor shall furnish the New Albany School District with certificates and policies of such insurance as follows.

Below is a list of the insurance coverage that must be procured by The Vendor at his own expense. The Vendor agrees to follow instructions indicated in each case:

The New Albany School District Protective Liability Insurance:

- Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Vendor's Public Liability Insurance:

- Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
- Property Damage limits of \$1,000,000.00 for each accident and \$2,000,000.00 for the aggregate.

7. Workmanship

All work shall be performed in a professional manner. Personnel from the New Albany School District may observe the work procedures and workmanship of the Vendor, but such observation will not relieve the Vendor from any responsibility of performance or constitute acceptance of the work performed.

8. Warranty

The Vendor shall furnish a written warranty that describes the services proposed under these specifications. It is understood that the Vendor is not responsible for the warranty/function of existing equipment already installed at the schools. However, limited troubleshooting of existing equipment or cabling will be provided by the Vendor free of charge to determine if the existing equipment or cabling can be reutilized. The Vendor must also show proof that their employee(s) are certified to

install the proposed cabling components and electronic equipment, as assurance that a warranty can be provided.

11. Application for Payment

All applications (invoices) for payment shall be submitted to the New Albany School District according to the USAC Regulations. The vendor must submit a Service Provider Invoice for processing of the discounted portion of the bill.

12. Addenda

Any addenda issued after the issue of this RFP shall be covered in the proposal and in closing the contract they shall become part thereof.

If any questions arise within the RFP documents, the Vendor may email Robert Garrett (rgarrett@nasd.ms) for interpretation. Any interpretation of documents will be added to the end of this document and can be viewed at this website <https://tinyurl.com/y8annwyx>. The New Albany School District will not be responsible for any other explanation or interpretations. The New Albany School District reserves the right to reject any or all proposals and wave technicalities and informalities.

13. Proposal Submittal:

In order to be eligible for submission of a quote, the vendor must complete a site visit to the New Albany School District Technology Department. If the vendor needs to physically see any of the schools they must request permission from Robert Garrett before they visit the schools. No vendor should visit the schools without the permission of Robert Garrett. Any submissions submitted by a company that has not completed a site visit will be returned unopened. Schedule site visits by emailing Robert Garrett at rgarrett@nasd.ms

Please mail a sealed envelope clearly marked with the words "RFP #5012 % Robert Garrett" to the address noted on page 2 of this document. All proposals will be opened at 2:00 PM CST on February 15th, 2017 at the New Albany School District at 301 Hwy 15 N, New Albany, MS.

Due to the nature and diversity of the proposals, it may require a significant amount of time to determine which proposal provides the best option for the New Albany School District. The possibility is that the best option will involve district purchased equipment that may or may not be E-Rate eligible or may or may not be part of this proposal could significantly delay the evaluation process. The evaluation process will not be complete until the New Albany School District has determined the best proposal based on all factors.

14. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Vendor makes a request in writing to the New Albany School District prior to the time set for the opening of submitted proposals. The New Albany School District will accept no quotes after the deadline for submission of proposals.

15. The Vendor's Qualifications

The Vendor must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Category One Services. If the Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number, the New Albany School District is not responsible for the discounted portion of The Vendor's bill should the district choose the discounted bill method instead of filing BEAR forms at the end of the fiscal year. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. The Vendor is responsible for supplying SLD SPIN with bid. If the district chooses reimbursement at the end of the fiscal year, the Vendor will agree to fill out the necessary paperwork with SLD and remit payment to the district for the discounted portion of the fiscal year payments within the guidelines stated by the SLD.

The Vendor must hold a General Contractors License in the State of Mississippi. A legible copy of the license must be attached and noted.

It is required that the vendor has been in business for at least 3 years. A legible copy of incorporation papers must be attached and noted.

16. Stored Materials

Any materials stored on job site shall be the Vendor's responsibility.

17. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

18. Time of Completion

Work must be completed and operational by July 18, 2019, presuming the vendor is selected, contract signed and E-Rate forms are submitted by the district in by the stated SLD deadlines.

19. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property and hazardous conditions shall be guarded against or eliminated.

20. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form will be issued to the successful Vendor. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

21. Indemnification

The Vendor agrees to hold the New Albany School District harmless and to indemnify the New Albany School District for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Vendor or Subcontractor.

22. The Vendors' Representative

The New Albany School District reserves the right, with sole discretion, to refuse to allow any representative of The Vendor to service the contract in any manner. In this event, The Vendor shall furnish another representative that is acceptable to the New Albany School District. Examples of reasons for refusing to allow a Vendor representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Vendor use subcontractors for portions of the work, the New Albany School District reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

23. The New Albany School District Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on the New Albany School District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible.

24. Governing Law

All RFPs and related documents submitted to the New Albany School District by the Vendor are governed under the laws of the State of Mississippi.

26. The New Albany School District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such vendor it deems unqualified to provide the services requested.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the district.
- d. Waive any formality in the quote submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

27. Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract documents. The New Albany School District will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Mississippi Sales Tax.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

28. Variation in Quantities and Configuration

The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the New Albany School District the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

29. Terms of Payment

The start of services for this project may not begin prior to July 1, 2019. The New Albany School District will issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first Friday after the first meeting of the New Albany School District Board of Trustees after the submission of invoices from the vendor.

30. Turnkey Solution

All proposals are to provide a turnkey solution for installation of circuits for connecting the buildings of the district to the District's Internet connection. The New Albany School District agrees to certify acceptance by location to establish an incremental performance baseline. However, the final system installation shall provide the capabilities specified in Section II, Detailed Specifications.

31. Term of Contract and E-Rate Subsidies

Payment for the New Albany School District's networking circuits is dependent on E-Rate subsidies. The district will file for the E-Rate subsidies throughout the term of the contract. In the event that the district E-Rate subsidies were to cease, the district will notify the service provider as to the date of the cessation and the District's will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

II. Detailed Specifications

Any resulting contracts from this proposal must allow for the district to upgrade to a higher speed circuit at the quoted price within the term of the contract.

A. Telecommunications Data Network Circuits

NOTE: All service specified in the following section must be dedicated (not shared) high-speed bandwidth service via fiber optic cable.

- a. 1 Gbps site connections
- b. 10 Gbps host connection

Vendors must agree to allow the district to upgrade the speed of connections during the time of the contract at or below the contracted rate per Mbps.

Vendors that include Microwave connections will not be considered.

III. The New Albany School District Responsibilities

1. Access for Installation

The New Albany School District will, during the progress of the installation, allow the

Vendor and its employees access to the premises and facilities at all reasonable hours or at such hours as the New Albany School District representative and the Vendor agree upon.

3. Inspections

Promptly make inspections when notified by the Vendor that the equipment or any part thereof, is ready for acceptance.

4. Electrical

The New Albany School District Schools will provide all electrical needs within the district buildings.

5. Delay in Work

It is understood that the Vendor will not be held accountable for any delays caused by the New Albany School District.

IV. THE VENDOR'S RESPONSIBILITIES

1. Provision

The Vendor must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the Contract the terms "provide, furnish, supply, install, etc.", can be interpreted as requiring the Vendor both to furnish and/or install materials, unless specific provisioning/installation of the materials by the New Albany School District is denoted.

2. Firewalls

Provide for the installation of all conduits and sleeves through firewalls and application of fire-stopping materials as required to meet codes.

3. Ceiling Tiles

Provide for the removal and reinstallation of all ceiling tiles as needed. Any broken ceiling tiles will be replaced with equal or better quality of the damaged ceiling tiles.

4. Identification

The Vendor will identify to the district any work necessitating cutting into or through

any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

5. Permits

The vendor shall obtain all necessary county, municipal, and/or state work/building permits. This includes any permits that may be needed to gain the right of way for outside fiber pulls.

6. Damage

The Vendor will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The Vendor will promptly report to a representative of the New Albany School District any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

7. Installation

Install the wire, cable, and/or associated hardware in accordance with the manufacturer's specifications. All cabling and equipment shall be sufficiently labeled such that the equipment designation or purpose, interconnections and cabling endpoints can be easily determined. All labeling shall correspond with the drawings provided in Item 15 below.

8. Test and Inspections

Conduct tests and inspections in the presence of the New Albany School District technical representative after installation has been completed in order that the New Albany School District may be assured that the requirements for the installation are met.

9. Completion Notification

Promptly notify the New Albany School District designated contact of completion of this proposed project.

10. Defects

The Vendor will promptly correct all defects for which the Vendor is responsible.

11. The New Albany School District Contact

The Vendor must coordinate all work with the New Albany School District designated

contact(s).

12. Cleanup

Upon completion of the work each day, the Vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat and in the same condition as it was found.

13. Subcontractors

The Vendors may use subcontractors to perform work. However, all responsibilities rest with the Vendor.

14. Testing

The Vendor will provide the New Albany School District with complete detailed test results. The test results must be delivered to the New Albany School District before payment.

15. Drawings:

The vendor shall furnish, with the quote, a complete set of drawings showing the design of the infrastructure and the interconnection of all equipment installed. The drawings will also include the location of existing electronic equipment utilized in the new installation. The drawings should indicate if the fiber is run above or below ground.

At completion of the work, prior to final inspection, vendor shall provide New Albany School District with as built drawings indicating horizontal and vertical locations of all conduit raceways. Location shall be from an established landmark.

16. Warranty

This system is to be provided as an E-rate funded Telecommunication service and requires the vendor to provide complete maintenance and warranty the system in full.

17. Codes, Standards, and Ordinances

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-A and ANSI/EIA/TIA-569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI

Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation

18. Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws; rules; and regulations concerning "OSHA", and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The Customer because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

19. Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

20. USAC Certifications

The Vendor must be an approved USAC service provider with a current SPIN and SPAC. It will be the responsibility of the vendor to maintain all USAC certifications throughout the term of the contract.

21. Indemnification

The Vendor shall indemnify and hold harmless The Customer, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The Customer, its agents, or employees) in connection with the same; or by use of any improper material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city,

or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Vendors should whitelist email from rgarrett@nasd.ms to ensure updates to this quote request are received.

DISTRICT BUILDING INFORMATION

New Albany Schools Central Office	301 Hwy 15 N.	New Albany	MS	38652
New Albany Elementary NAES	874 Sam T. Barkley Dr.	New Albany	MS	38652
New Albany Middle NAMS	400 Apple Street	New Albany	MS	38652
New Albany Alternative School (NASTUC)	915 Denmill Rd	New Albany	MS	38652